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| 10/687,357   | 10/15/2003  | Mitch Fredrick Singer       | 113748-4745US       | 9265             |
| 27189 7590 12/07/2009<br>PROCOPIO, CORY, HARGREAVES & SAVITCH LLP<br>530 B STREET<br>SUITE 2100<br>SAN DIEGO, CA 92101 |             |                             |                     |                  |
| EXAMINER<br>JOO, JOSHUA  |             |                             |                     |                  |
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

docketing@procopio.com  
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### Office Action Summary

**Application No.**

10/687,357

**Applicant(s)**

SINGER ET AL.

**Examiner**

JOSHUA JOO

**Art Unit**

2454

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 9/29/09.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-21 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-21 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 15 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/S&C/2)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_
- Paper No(s)/Mail Date 8/27/09, 10/22/09

***Detailed Action***

This Office action is in response to Applicant's communication filed on 10/22/2009.

Claims 1-21 are pending for examination.

**Continued Examination Under 37 CFR 1.114**

A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(c), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(c) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 09/29/2009 has been entered.

**Information Disclosure Statement**

The information disclosure statement (IDS) submitted 08/27/2009 and 10/22/2009 are in compliance with the provisions of 37 CFR 1.97. Accordingly, the IDS are being considered by the Examiner.

**Response to Arguments**

Rejection of claims 10-12 under 35 U.S.C. 112 second paragraph in the Office action dated 05/29/2009 is withdrawn in view of Applicant's amendment.

Applicant's arguments with respect to claims 1-21 have been considered but are moot in view of the new ground(s) of rejection. New ground(s) of rejection are necessitated by Applicant's amendment.

Upon further consideration, claims 1-21 are rejected under 35 U.S.C. 101. In the Remarks filed on 03/03/2009, Applicant argued that the claims as drafted recite hardware components, thus what Applicant intended.

In response, Examiner respectfully disagrees that the claims recite hardware components. The claims recite a network comprising a client and one or more servers. Applicant's specification describes a hub network includes devices and that each device in the hub network is a server, client, or both (page 14, lines 11-1). Applicant specification further describes that device in the media network environment is software and that implementations of the invention are realized in computer software (page 13, lines 30-31, page 54, lines 7-8). Furthermore, the claimed client and servers do not comprise any functional hardware, and client and servers themselves may be considered as software.

#### **Claim Objections**

Claims 10, 11, and 13 are objected to because of the following informalities:

- a) Regarding claims 10-11, "the server" should be changed to "a server" since a server in a hub network of a member is not previously cited.
- b) Regarding claim 13, "first sever" should be changed to "first server".

Appropriate correction is required.

#### **Claim Rejections - 35 USC § 101**

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-21 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Regarding claims 1, 15, and 16, Applicant is seeking to patent a network comprising of servers and a client. Applicant's specification describes that device in the network is software (page 13, lines 30-31) and the claimed invention is to be implemented in software (page 54, lines 7-9). The network also

does not comprise any functional hardware. The claimed invention is considered as software, and software does not meet one of the four categories of invention and is not statutory.

Similarly, regarding claim 18, Applicant is seeking to patent a network comprising of a server and a client. Applicant's specification describes that a device in the network is software and that the claimed invention is to be implemented in software. The network also does not comprise any functional hardware. The claimed invention is considered as software, and software does not meet one of the four categories of invention and is not statutory.

### **Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-11, 13-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady et al. US Patent #7,483,958 (Elabbady hereinafter), in view of Peinado, US Patent #7,073,063 (Peinado hereinafter).

As per claim 1, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server and a first client, and said first server is connected to said first client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. Media sharing device, such as device 202a, and media playing device such as device 300);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap (col. 5,

line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. Another media sharing device, e.g. device 202d, and device 300.), wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, lines 24-31. Device 300 communicates with both device 202a and 202d.),

wherein said first client stores first content bound to said first hub network and stores second content bound to said second hub network (col. 10, lines 39-63. Device 300 receives media content file from media sharing device. Media content file requires license from device 206. col. 5, lines 27-31. Device 206a-d provide media L.S. col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.), and

wherein content bound to a network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content only be played or presented through a compatible device that is bound to the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on media sharing device is needed to play. License may be associated with device. Determine that device 300 is registered.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabbady does not specifically teach that a compliant device cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve

Elabaddy's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 15, Elabaddy teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server and a first client, and said first server is connected to said first client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. Media sharing device, such as device 202a, and media playing device such as device 300.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second network overlap (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. Another media sharing device, e.g. device 202d, and device 300.), wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, lines 24-31. Device 300 communicates with both device 202a and 202d);

wherein said first server stores first content in a first source version of locked content data (col. 10, lines 27-45. Media sharing device, e.g. device 202 comprises protected content.),

said first server stores a first root license for said first hub network for said first source version (fig. 2b; col. 5, lines 28-31. Device 202, 206a-d provide media LS. col. 7, lines 54-61. Media LS employ licenses scheme. col. 10, lines 55-65. Device 202 comprises license for protected content.),

said second server stores second content in a second source version of locked content data (col. 5, line 66-col. 6, line 4; fig. 2A-2B. Another media sharing device, e.g. device 206d, also provides media content and comprises media LS.),

said second server stores a second root license for said second hub network for said second source version (col. 9, lines 47-51. Features and functions in fig. 3 are implemented in devices configured to share media content. col. 10, lines 55-65. Device comprises license for protected content.),

said first client receives said first content streamed from said first source version by said first server (col. 10, lines 35-42. Media content provided to client. col. 9, lines 21-27. Streaming media.), and

said first client receives said second content streamed from said second source version by said second server (col. 5, lines 28-31, 66-col. 6, line 4; fig. 2A-2B. Plurality of media sharing devices, e.g. device 206d, also provide media content.), and

wherein a source version of locked content data which is bound to a hub network by a root license can be only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.)

Elabaddy does not specifically teach that the first license is bound to the first network, the second license bound to said second hub network, and a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabaddy to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's



teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 16, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server (col. 5, lines 25-31; col. 10, lines 5-10. Media sharing device such as device 206.);

second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and a said second hub network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device(col. 5, lines 25-31, 66-col. 6, line 5. Plurality of devices that share media and play media. Media sharing/playing device, e.g. device 202d.);

wherein said first server stores first license and a first version of locked content data, and said first version stores first content (col. 7, lines 54-61; col. 10, lines 55-65. Media sharing device such as device 206 comprises license for protected content. col. 10, lines 34-38. Device 206 with media content.),

said first server stores a second license and a second version of locked content data, and said second version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content.),

said first license for said first hub network (col. 7, lines 54-61; col. 10, lines 55-65. Device 206 comprises license.),

said second license for said second hub network (col. 5, lines 28-31, 66-col. 6, line 6. Content may be shared with other devices.), and

wherein a version of locked content data which is bound to a hub network by a license can only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content).

Elabaddy teaches of a first license but not specifically bound to the first network. Elabaddy teachings of second license but not specifically bound to the second network. Elabaddy does not specifically teach that a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabaddy to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve Elabaddy's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 18, Elabaddy teaches substantially the invention as claimed including a hub network, comprising:

a server storing a root license and a source version of locked content data (col. 5, lines 28-31; col. 10, lines 29-46, 55-61. Media sharing device, e.g. device 206, with protected media content and license.);

a client connected to said server, and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content. col. 10, lines 29-46, 60-67. Media playing device, i.e. client, obtains media content and license.);

wherein said source version of locked content data stores first content (col. 10, lines 29-46.

Device 206 with protected media content.),

said root license is for said hub network (col. 10, lines 55-61. Device 206 with license. col. 7, lines 54-61. License associated with content and also with playing device.),

said first sub-copy version stores said first content (col. 10, lines 29-46. Client obtains media content.),

said first license is for said hub network (col. 10, lines 60-67. Client obtains license from device 206.),

said second sub-copy version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files.), and

said second license is for another hub network (col. 7, lines 50-60. Provide protection for media. LS 207 employs license scheme. col. 5, line 66-col. 6, line 6; fig. 2A-2B. Device 206d, device 202' comprise media LS and provide media content.),

wherein a source version of locked content which is bound to a hub network by a root license can only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabaddy teaches of a root license and first license but not specifically bound to the hub network. Elabaddy teachings of a second license but not specifically bound to another hub network. Elabaddy does not specifically teach of a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license, first license, and the second license as taught by Elabaddy to be licenses bound to corresponding networks and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve Elabaddy's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 2, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first server, said first client, and said second server are each compliant devices, and a compliant device that is a member of a hub network will not play or present bound content that is not bound to a hub network of said member (col. 5, lines 28-31; col. 5, line 66-col. 6, line 3. Devices act as players and share content. col. 7, lines 53-60. Requires license to play content.).

As per claim 3, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first client stores said first content in a first sub-copy version having a first license for said first hub network and stores said second content in a second sub-copy version having a second license for said second hub network, and wherein a sub-copy version is a copy of the locked content data representing

bound content bound to a hub network (col. 10, lines 39-63. Device 300 receives media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.). Elabaddy does not specifically teach that the first license is bound to said first hub network and that the second license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement for the first license and the second license as taught by the suggested system to be bound to respective network as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 4, Elabaddy and Peinado teach the network of claim 3. Elabaddy teaches wherein said first client is a compliant device, and a compliant device that is a member of a hub network will not present bound content that is not bound to a hub of said member (col. 7, lines 53-60; col. 10, lines 39-63. Client requires license to play content.).

As per claim 5, Elabaddy does not specifically teach the network of claim 3, wherein each sub-copy version has a corresponding license that is bound to only one hub network.

Peinado teaches of each sub-copy version having a corresponding license that is bound to only one hub network (col. 38, lines 39-48).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for each sub-copy version to have a corresponding license that is bound to only one network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by preventing a user from distributing and making a copy of content except as allowed by an owner of the content.

As per claim 6, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first server stores said first content bound to said first hub network, and said second server stores said second content bound to said second hub network (col. 10, lines 39-63. Media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content).

As per claim 7, Elabaddy teaches the network of claim 6, wherein said first server stores said first content in a first source version of locked content data, and said second server stores said second content in a second source version of locked content data (col. 7, lines 53-61; col. 10, lines 39-46, 61-63. Require license to play content.).

As per claim 8, Elabaddy teaches the network of claim 7, wherein said first source version has a corresponding first root license for said first hub network, and said second source version has a corresponding second root license bound to said second hub network (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content. col. 10, lines 50-62. Sharing device comprises license. col. 7, line 53-63. License associated with specific device, device(s), or group.). Elabaddy does not specifically teach that the root license is bound to the first network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license to be bound to the first network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 9, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first hub network defines a first local environment based on said first server, such that the compatible compliant device can join said first hub network while in the first local environment, and said second hub network defines a second local environment based on said second server, such that the compatible compliant device can join said second hub network while in the second local environment (col. 10, lines 50-63. Client device is registered and has access to media content from sharing devices.).

As per claim 10, Elabaddy teaches the network of claim 9, wherein a local environment for a hub network is a limited area defined relative to the server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 11, Elabaddy teaches the network of claim 9, wherein a local environment for a hub network is a limited logical area defined relative to the position of the server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 13, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first hub network has a first local environment, said second hub network has a second local environment, and said first local environment and said second local environment overlap such that said first server, said first client, and said second server are each in both the first local environment and the second local environment (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content.).

As per claim 14, Elabaddy and Peinado teach the network of claim 1. Elabaddy teaches wherein said first client is connected to a terminal device for presenting content, and said terminal device is not a member of said hub network and is not a member of said second hub network (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content. i.e. device is connected with another device that is not a member of the first and second network. col. 4, lines 55-65. Also device connected to monitor and monitor not considered as a member of hub network.).

As per claim 17, Elabaddy teaches the network of claim 16, wherein said second server stores a third license and a third version of locked content data, said third version stores said second content, and said third license for said second hub network (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content.). Elabaddy does not specifically teach that the third license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).



It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the third license to be bound to the second hub network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 19, Elabaddy and Peinado teach the network of claim 18. Elabaddy teaches wherein said hub network defines a local environment including said server and said client (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 55-63. Device registered with sharing device and has license to play content from sharing device.).

As per claim 20, Elabaddy teaches the hub network of claim 19, wherein said local environment is a limited area defined relative to said server (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 21, Elabaddy and Peinado teach the hub network of claim 18. Elabaddy teaches wherein said client is a compliant device, and a compliant device that is a member of a hub network will not present bound content without a license or a hub network of said member (col. 7, lines 53-60; col. 10, lines 39-46. Client requires license to play content.). Elabaddy does not specifically teach of license that is bound to a hub network.

Peinado teaches of enforcing digital rights in digital content, wherein a device will not present bound content without a license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the device to not present bound content without a license bound to a network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Elabaddy and Peinado, in view of Rofheart et al. US Patent #7,058,414 (Rofheart hereinafter).

As per claim 12, Elabaddy does not specifically teach the network media environment of claim 9, wherein a local environment for a hub network is defined by travel time of packets within a hub network of the member.

Rofheart teaches of defining an environment for a network by travel time of packets with a network (col. 4, lines 5-8, 22-26).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to define an environment for a network by travel time of packets within a network. The motivation for the suggested combination is that Rofheart's teachings would improve the suggested system by reducing communication from unintended wireless devices.

### **Conclusion**

The following prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

- a) Narin US Patent #7,039,801 teaches of preventing copy of protected content.

A shortened statutory period for reply to this Office action is set to expire THREE MONTHS from the mailing date of this action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joshua Joo whose telephone number is 571 272-3966. The examiner can normally be reached on Monday to Friday 8AM to 5PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan J. Flynn can be reached on 571 272-1915. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/Joshua Joo/  
Examiner, Art Unit 2454